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Attorney for Defendants:
XYRIS ENTERPRISE, INC;
ATKINSON CARE HOME;
MUQUET DADABHOY;
TERESITA CASTANEDA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EDGARDO SEMINIANO

Plaintiff,

vs.

XYRIS ENTERPRISE, INC;
ATKINSON CARE HOME;
MUQUET DADABHOY;
TERESITA CASTANEDA,

Defendants

CASE NO.: CV10 1673 PSG (JEMx)

**DECLARATION OF MUQUET
DADABHOY IN OPPOSITION TO
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

Date: Jan 03, 2010

Time: 11:00 a.m.

Department: 10A

Judge: Hon. J. Tucker

I, Muquet Dadabhoy, declare and state as follows:

1. I own and operate the assisted living care facility, Atkinson Care Home, located at 17035 Atkinson Avenue, Torrance, CA 90504.
2. In the underlying suit, Edgardo Seminiano is bringing a claim based on his employment at Atkinson Care Home between July 29, 2008, and December 2, 2009.
3. He has lived at the facility throughout his time working for Atkinson Care Home.
4. Atkinson Care Home was at that time, and still is, a licensed residential care facility for the elderly.

- 1 5. Although Atkinson Care Home was legally obligated to operate for 24 hours per day, 7 days
2 per week, Edgardo was only employed to work 40-hours per week, and only required to stay
3 on the premises for those hours.
- 4 6. Edgardo only remained on the premises of Atkinson Care Home beyond work hours for
5 non-work-related reasons because that is where he was housed and had access to food. He
6 was never required to stay beyond his normal work hours. In fact, he was away from
7 Atkinson Care Home regularly and frequently for non-work related, personal reasons.
- 8 7. Edgardo started working for Atkinson Care Home sometime in 2003. In June 2003, when
9 the work relationship began, we entered into an in-kind wage agreement. I agreed to
10 provide and Edgardo agreed to accept housing and living expenses along with \$1800 per
11 month as salary. He would receive this compensation and additional payments by cash and
12 check in lieu of regular cash payments for working 40 hours per week at minimum wage.
- 13 8. This payment arrangement was done at Edgardo's request.
- 14 9. Edgardo received living accommodations and was paid \$1800 each month by check and
15 cash. He also received additional amounts of money that would be hard to prove as they
16 were paid in cash.
- 17 10. After bringing his suit against us, Edgardo contacted me to negotiate an out-of-court
18 settlement of the matter.
- 19 11. Edgardo's attorney knew he wanted to settle with me and was placing a great deal of
20 pressure on him not to settle. His attorney told him not to speak with me or a mutual
21 acquaintance who was listed in my Initial Disclosure.
- 22 12. The deposition scheduled for August 12 was continued to September 30, 2010 because I
23 had a family emergency (my uncle fell ill). I made plans to go to Pakistan, but before I
24 could leave, I received news that my uncle had passed away, so I cancelled my trip.
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1 13. However, the deposition scheduled for September 30th was cancelled by Plaintiff's attorney
2 without an explanation. It seems, based on information revealed to me by Edgardo, that the
3 reason the deposition was cancelled was because Plaintiff had told his attorney that a
4 settlement had occurred.

5 14. Two days before the scheduled deposition Edgardo and I spoke, and he said that he had
6 made up his mind and wanted to settle. I told him to call me tomorrow to discuss things.

7 15. The next day Edgardo called me and we made arrangements to meet at a Filipino
8 restaurant at the crossing of Carson and Vermont. We met and had a meal together;
9 things were fine, just as though there were no law suit between us.

10 16. During our conversation at the restaurant, Edgardo said that he sued me because he was
11 afraid of being fired. I told him that I had not planned to fire him. He then explained to
12 me that he wanted to go back to the Philippines and that \$12,000 would be enough. He
13 was afraid of how the case would turn out because his attorney was putting words in his
14 mouth.

15 17. By the end of the meal, Edgardo had agreed to settle the matter for \$12,000. I told him I
16 would speak to my attorney, however, Edgardo did not want to involve his own attorney.

17 Therefore, we decided that we would resolve this matter outside of the court, not
18 involving our attorneys, so we called a paralegal and scheduled a meeting with her.

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18. We both went to the paralegal's office the same day. Together, at her office, we made
changes to the sample agreement the paralegal had created, so that it would reflect our
settlement. We then executed the agreement in front of the paralegal/notary public.

1 19. After we executed the agreement, I asked him whether he would inform his attorney and
 2 he said that he did not want to face his attorney by phone or in person and preferred to
 3 send him a letter. Thereafter, Edgardo decided to use the paralegal's services to have her
 4 draft a letter to his lawyer.

5 20. On November 01, 2010 after the hearing, I knocked on the door of the room in which
 6 Edgardo was meeting with his attorney and asked him whether he wanted me to wait for
 7 him so that I could drop him off at home, as he had opted to get a ride to the courthouse
 8 with me in the first place. In response to my inquiry, Attorney Rihn threatened both
 9 Edgardo and myself by answering for Edgardo, saying that Edgardo was not going
 10 *anywhere* with me today.

11 21. Edgardo later told me that his attorneys called him a fool for settling with me for "little"
 12 money.

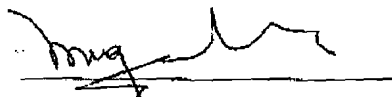
13 22. Edgardo later told me that during that meeting with his attorneys, when he told his
 14 attorneys that he no longer wished to pursue the case, Rihn came very close to his face.
 15 Edgardo said he felt he was being pressured. The attorneys then suggested that they drop
 16 him home, but Edgardo declined the offer. The attorneys continued to pressure him to
 17 accept their offer of dropping him home.

18 23. Edgardo has informed me numerous times that he does not want to proceed with this
 19 litigation and he has informed his attorneys.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
 21 true and correct.

22 Executed this Dec 6, 2010 at Los Angeles, California

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Declaration of Muquet Dadabhoy